



**General Accident  
Insurance**

436 Walnut Street  
Philadelphia, PA 19106-1109

**GPP 1176871-00  
Common Policy  
Declarations**

**Policy No.** CPP 1176871-00

**Issued by:** Potomac Insurance  
Company of Illinois

**Named Insured and Mailing Address (No., Street, Township, County, Town or City, State, Zip Code)**

White Oak Builders, Inc. et al

See G-5353

1 S. Old Baltimore Pike

New Castle Co.

Newark, DE 19702

**NEW**

**Renewal of Number**

**Policy Period:** From 10/11/1997 to 10/11/1998 at 12:01 A.M., Standard Time at your mailing address shown above.

**Form of Business:** Individual

**Business Description:**

**P**

IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY, WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.

THIS POLICY CONSISTS OF THE FOLLOWING COVERAGE PARTS FOR WHICH A PREMIUM IS INDICATED. THIS PREMIUM MAY BE SUBJECT TO ADJUSTMENT.

	PREMIUM
Commercial Property Coverage Part	\$9,067.00
Commercial General Liability Coverage Part	\$19,413.00
Commercial Inland Marine Coverage Part	\$1,591.00

**PAY ROLL  
AUDIT DATA  
TAKEN**

**REINSURANCE**

**Audit Period:** Not Applicable

**TOTAL** \$30,071.00

**Premium shown is payable:** \$ 30,071.00 at inception; \$ 1st Anniversary; \$ 2nd Anniversary

**Countersigned:** 10/30/1997

**By** \_\_\_\_\_

**Authorized Representative**

427867

J. A. Montgomery Insurance  
1011 Centre Road  
P.O. Box 470  
Wilmington, DE 19899

**BRANCH**

THESE DECLARATIONS TOGETHER WITH THE COMMON POLICY CONDITIONS, COVERAGE PART DECLARATIONS, COVERAGE PART COVERAGE FORM(S) AND FORMS AND ENDORSEMENTS, IF ANY, ISSUED TO FORM A PART THEREOF, COMPLETE THE ABOVE NUMBERED POLICY.

IL 00 19 (11-85)

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984.

**Branch Office: Harrisburg Branch Office**

## Forms Pull List

Policy Number: CPP 1176871-00

Number of Copies	Form Number	Edition Date
2	✓ G-5112	9-90
2	IL 00 17	11-85
2	IL 00 21	11-94
2	IL 02 37	8-88
2	CP 00 10	6-95
2	CP 00 30	6-95
2	CP 00 50	6-95
2	CP 00 90	7-88
2	CP 02 99	11-85
2	CP 10 30	6-95
2	CP 12 70	9-96
2	CG 00 01	1-96
2	CG 02 01	2-86
2	CG 21 47	10-93
2	CG 21 49	1-96
2	L-2926	7-91
2	L-2954	8-92 Overridden
2	CM 00 01	6-95
2	✓ P-0038	1-87
2	✓ P-0039	1-87
2	P-0042	1-87
2	✓ P-0048	1-87
2	P-0055	12-93
2	✓ P-0076	8-87
2	✓ P-0078	1-87
2	P-0296	7-94
2	P-0297	7-94

# **SCHEDULE OF FORMS AND ENDORSEMENTS**

Policy Number CPP 1176871-00

Named Insured: White Oak Builders, Inc. etal

Forms and endorsements made part of this policy at the time of issue:

IL 00 19	11-85
/ IL 00 17	11-85
/ IL 00 21	11-94
/ IL 02 37	8-88
/ G-5112	9-90
/ CF 150	11-85
/ CP 00 10	6-95
/ CP 00 30	6-95
/ CP 00 50	6-95
/ CP 00 90	7-88
/ CP 02 99	11-85
/ CP 10 30	6-95
/ CP 12 70	9-96
/ G-5353	02-92
/ CL 150	11-85
/ CG 00 01	1-96
/ CG 02 01	2-86
/ CG 21 47	10-93
/ CG 21 49	1-96
/ L-2926	7-91
/ L-2954	8-92
/ CI 150	11-85
/ CM 00 01	6-95
P-0038	1-87
P-0039	1-87
/ P-0042	1-87
P-0048	1-87
/ P-0055	12-93
P-0076	8-87
P-0078	1-87
P-0296	7-94
P-0297	7-94

Potomac Insurance  
Company of Illinois

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## POLICY ENDORSEMENT FORM

Endorsement  
Number 0

<b>POLICY NUMBER</b> CPP 1176871-00	<b>ENDORSEMENT EFFECTIVE*</b>	<b>COMPANY</b> Potomac Insurance Company of Illinois
<b>NAMED INSURED</b> White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702		<b>AUTHORIZED REPRESENTATIVE</b> J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899
<b>COVERAGE PARTS AFFECTED</b> ALL		
<p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p><b>NAMED INSURED:</b></p> <p>White Oak Builders, Inc.; Smalleys Dam Venture, Inc.; Environmental Resources, Inc.; Cranbrook Development Co.; Carriage Run, Inc; Harmony Crest, Inc.; Soya, Inc.; The American Group; Joseph L. Capano Builders, Inc.; Newbury Village, Inc.; Rt.40 &amp; 7 Venture, Inc.; Gulls Nest, Inc.; Texco, Inc.; Bass Properties, Inc.; Capano Builders, Inc.; Canterbury Village, L.P.; Olde Christiana Management Co., Inc.; FJM, Limited Partnership; Golden Acres, Inc.; Open Spaces, Inc.; Cranbrook Realty; Windhover Company; Kent Company; J.L. Capano Realtor; Christiana Contrete Co., Inc.; Oak Run, Inc.; Christiana Ventures, Inc.; J.O.F.R., Inc.; Tree Lane Associates, Inc.; Cotswold Builders, Inc.; 77 Associates, Inc.; Buttonwood Enterprises, Inc.; JYD, Inc.; Penn Manor, Inc.; J.L. Capano Realty, Inc.; J.L. Capano, Inc.; Wellington Woods Maintenance Corp.; Kensington Maintenance Corp.; Industry 40; Valley Road Maintenance Assoc.; Boothurst L.L.C.; Route 7 &amp; Joint L.L.C.;</p>		

\*Unless otherwise stated effective from 12:01am Standard Time at your mailing address

Date and Place of Issue:

10/30/1997 CAMP HILL

Authorized Representative Signature

G-5353 (02-92)

Page 1 of 3

Includes copyrighted material of ISO Commercial Risk Services, Inc., with its permission: Copyright, ISO Commercial Risk Services, Inc., 1983

BRANCH

Potomac Insurance  
Company of Illinois

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## POLICY ENDORSEMENT FORM

Endorsement  
Number 0

<b>POLICY NUMBER</b> CPP 1176871-00	<b>ENDORSEMENT EFFECTIVE*</b>	<b>COMPANY</b> Potomac Insurance Company of Illinois
<b>NAMED INSURED</b> White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702		<b>AUTHORIZED REPRESENTATIVE</b> J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899
<b>COVERAGE PARTS AFFECTED</b> ALL		
<p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p><b>NAMED INSURED cont'd:</b></p> <p>Lakeside Maintenance Assoc.; Christiana Excavating Company, Inc.; Olde Christiana Concrete Co., Inc.; Genesis Land Development; Genesis Masonry Sand Products; Kensington, Inc.; St. Georges Trust; Raven Glen, Inc.; Capano Communities Inc.; Pemberley, Inc.; Wellington Trust; Black Horse Realty, Inc.; Clair Manor, Inc.; Bear Crossing, LTD; 9244, Inc.; Richards Lane, Inc.; JNC, Inc.; Route 13 Associates, Inc.; Cromwell Properties, Inc.; Springfield Maintenance Assoc.; Rutledge Maintenance Assoc.; Clair Manor Maintenance Assoc.; Rutledge Builders, Inc.; White Oak Builders, Inc.; Pro-To-Cal Realty, Inc.; Capko Custom Homes, Inc.; Wellington Group, Inc.; Hawk's Nest, Inc.; Bellwether Manor, Inc.; Rutledge II Associates, Inc.; Del Investments, Inc.; Capano Enterprises, inc.; Wyndom, Inc.; Glasgow Farms L.L.C.; Bear Trac L.L.C.; Springfield Ventures, Inc.; Caplem, Inc.; HODAV, Inc.; Fox Run Maintenance Assoc.; Westbridge Inc.; Springfields, Inc.; Stone Mill, Inc.;</p> <p style="text-align: right;">Hoder</p>		

\*Unless otherwise stated effective from 12:01am Standard Time at your mailing address

**Date and Place of Issue:**

10/30/1997 CAMP HILL

Authorized Representative Signature

G-5353 (02-92)

Page 2 of 3

Includes copyrighted material of ISO Commercial Risk Services,  
Inc., with its permission: Copyright, ISO Commercial Risk Services, Inc., 1983

BRANCH

Potomac Insurance  
Company of Illinois

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## POLICY ENDORSEMENT FORM

Endorsement  
Number 0

<b>POLICY NUMBER</b> CPP 1176871-00	<b>ENDORSEMENT EFFECTIVE*</b>	<b>COMPANY</b> Potomac Insurance Company of Illinois
<b>NAMED INSURED</b> White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702	<b>AUTHORIZED REPRESENTATIVE</b> J. A. Montgomery Insurance 427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899	
<b>COVERAGE PARTS AFFECTED</b> ALL		
<p>This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.</p> <p><b>NAMED INSURED cont'd.:</b></p> <p>Salem Trace, Inc.; BGW, Inc., A Delaware Corporation; I Love Italy, Inc.; MBC, Inc.; 600 Delaware Avenue, Inc.; Rivers End, Inc.; Bear Cap Venture, L.L.C.; Rehoboth Shores, Inc.; White Oak Homes, Inc.; Riverwalk, Inc.; Wellington Homes LLC; Vietri Realty, Inc.; Vietri Management, Inc.; 397 Properties, LLC; Bear Cap LTD; Tree Lane Terrace Maintenance Corp.; Tree Lane Terrace II; 33 Associates, Inc.; Landings Maintenance Association; Wellington Woods Maintenance Association; Springfield's Venture, LTD; Alpha Trust Partnership; Valley Road Association; Valley Pointe Maintenance Association; Wilmington Hospitality LLC</p>		

\*Unless otherwise stated effective from 12:01am Standard Time at your mailing address

Date and Place of Issue:

10/30/1997 CAMP HILL

Authorized Representative Signature

G-5353 (02-92)

Page 3 of 3

Includes copyrighted material of ISO Commercial Risk Services, Inc., with its permission: Copyright, ISO Commercial Risk Services, Inc., 1983

BRANCH

Potomac Insurance  
Company of Illinois

**COMMERCIAL PROPERTY**  
**COVERAGE PART DECLARATIONS**

EFFECTIVE DATE: 10/11/1997

12:01 A.M., Standard Time

POLICY NO. CPP 1176871-00

☒ Supplemental Declarations is attached.**BUSINESS DESCRIPTION**

Residential Home Builder

**DESCRIPTION OF PREMISES**

PREM. NO.	BLDG. NO.	LOCATION, CONSTRUCTION AND OCCUPANCY
1	1	1 S. Old Baltimore Pike, Newark, New Castle Co., DE 19702 (Joisted Masonry), Office
3	1	Rtes 40 & 7, Bear, New Castle HD, New Castle Co., <sup>DE</sup> RA 19701 (Joisted Masonry), Convenience Store
13	1	467 Airport Rd., New Castle, New Castle Co., DE 19720 (Joisted Masonry), Vacant

**COVERAGES PROVIDED— INSURANCE AT THE DESCRIBED PREMISES APPLIES ONLY FOR COVERAGES FOR WHICH A LIMIT OF INSURANCE IS SHOWN.**

PREM. NO.	BLDG. NO.	COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINSURANCE+
1	1	Building	525,000	Special Form	80%
1	1	Personal Property	\$205,000	Special Form	80%
1	1	Extra Expense	\$50,000	Special Form	40%-80%-100%
3	1	Building	\$1,000,000	Special Form	80%
3	1	Business Income	\$130,000	Special Form	100%
13	1	Building	\$50,000	Special Form	80%

+IF EXTRA EXPENSE COVERAGE,  
LIMITS ON LOSS PAYMENT**OPTIONAL COVERAGES— APPLICABLE ONLY WHEN ENTRIES ARE MADE IN THE SCHEDULE BELOW.**

PREM. NO.	BLDG. NO.	EXPIRATION DATE	AGREED VALUE COVERAGE	AMOUNT	REPLACEMENT COST (X)		
					BUILDING	PERSONAL PROPERTY	INCLUDING "STOCK"
1	1				X		
3	1				X		
13	1				X		

PREM. NO.	BLDG. NO.	INFLATION GUARD (Percentage)		++MONTHLY LIMIT OF INDEMNITY (Fraction)	++MAXIMUM PERIOD OF INDEMNITY (X)	++EXTENDED PERIOD OF INDEMNITY (Days)
		BUILDING	PERSONAL PROPERTY			

**MORTGAGE HOLDER(S)**

++APPLIES TO BUSINESS INCOME ONLY

PREM. NO.	BLDG. NO.	MORTGAGE HOLDER NAME AND MAILING ADDRESS
		See G-5353

**DEDUCTIBLE**

\$250. EXCEPTIONS: \$1,000 Applies to Covered Property

**FORMS AND ENDORSEMENTS**

FORMS AND ENDORSEMENTS APPLYING TO THIS COVERAGE PART AND MADE PART OF THIS POLICY AT TIME OF ISSUE:

See Schedule of Forms and Endorsements, 079, attached.

**PREMIUM**

Premium Subtotal for this Page \$4,412.00

**BRANCH**

Page 1 of 4

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CF 150 (11-85)

Includes copyrighted material of ISO Commercial Risk Services, Inc., with its permission. Copyright, ISO Commercial Risk Services, Inc., 1993, 1994

# COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

POLICY NO. CPP 1176871-00

## DESCRIPTION OF PREMISES

PREM. NO.	BLDG. NO.	LOCATION, CONSTRUCTION AND OCCUPANCY
17	1	2569 DuPont Hwy, Middletown, New Castle Co., DE 19709 (Frame), Barn
32	1	1442 Bohemia Mill Rd., Middletown, New Castle Co., DE 19709 (Joisted Masonry), One Family Dwelling
32	2	1442 Bohemia Mill Rd., Middletown, New Castle Co., DE 19709 (Joisted Masonry), One Family Dwelling
32	3	1442 Bohemia Mill Rd., Middletown, New Castle Co., DE 19709 (Joisted Masonry), Garage

## COVERAGES PROVIDED

PREM. NO.	BLDG. NO.	COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINSURANCE+
17	1	Building	\$100,000	Special Form	80%
32	1	Building	\$120,000	Special Form	80%
32	2	Building	\$823,000	Special Form	80%
32	3	Building	\$150,000	Special Form	80%

## OPTIONAL COVERAGES

		AGREED VALUE		+IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT		
PREM. NO.	BLDG. NO.	EXPIRATION DATE	COVERAGE	AMOUNT	BUILDING	REPLACEMENT COST (X) PERSONAL PROPERTY INCLUDING "STOCK"
17	1				X	

PREM. NO.	BLDG. NO.	INFLATION GUARD (Percentage)		++MONTHLY LIMIT OF INDEMNITY (Fraction)	++MAXIMUM PERIOD OF INDEMNITY (X)	++EXTENDED PERIOD OF INDEMNITY (Days)
		BUILDING	PERSONAL PROPERTY			

## MORTGAGE HOLDER(S)

PREM. NO.	BLDG. NO.	MORTGAGE HOLDER NAME AND MAILING ADDRESS
		See G-5353

++APPLIES TO BUSINESS INCOME ONLY

## DEDUCTIBLE

250. EXCEPTIONS: \$1,000 Applies to Covered Property

## PREMIUM

Premium Subtotal for this Page \$3,043.00



# COMMERCIAL PROPERTY COVERAGE PART SUPPLEMENTAL DECLARATIONS

COMMERCIAL PROPERTY

POLICY NO. CPP 1176871-00

## DESCRIPTION OF PREMISES

PREM. NO.	BLDG. NO.	LOCATION, CONSTRUCTION AND OCCUPANCY
32	4	1442 Bohemia Mill Rd., Middletown, New Castle Co., DE 19709 (Frame), Horse Barn
34	1	1601 Concord Pike, Suite 27, Wilmington, New Castle Co., DE 19803 (Non-Combustible), Office
36	1	430 Rutledge, Bear, New Castle Co., DE 19701
37	1	266 Rehoboth Shores, Bear,

## COVERAGES PROVIDED

PREM. NO.	BLDG. NO.	COVERAGE	LIMIT OF INSURANCE	COVERED CAUSES OF LOSS	COINSURANCE+
32	4	Building	\$305,000	Special Form	80%
34	1	Improvements & Betterments	\$100,000	Special Form	80%
34	1	Personal Property	\$275,000	Special Form	80%
36	1	Bldg	125,000	"	
37	1	Bldg	100,000		
37	1	BPP	25,000		

## OPTIONAL COVERAGES

		AGREED VALUE		+IF EXTRA EXPENSE COVERAGE, LIMITS ON LOSS PAYMENT		
PREM. NO.	BLDG. NO.	EXPIRATION DATE	COVERAGE	AMOUNT	BUILDING	REPLACEMENT COST (X) PERSONAL PROPERTY INCLUDING "STOCK"
34	1				X	X
					X	
					X	X

PREM. NO.	BLDG. NO.	INFLATION GUARD (Percentage)		++MONTHLY LIMIT OF INDEMNITY (Fraction)	++MAXIMUM PERIOD OF INDEMNITY (X)	++EXTENDED PERIOD OF INDEMNITY (Days)
		BUILDING	PERSONAL PROPERTY			

## MORTGAGE HOLDER(S)

++APPLIES TO BUSINESS INCOME ONLY

PREM. NO.	BLDG. NO.	MORTGAGE HOLDER NAME AND MAILING ADDRESS
		See G-5353

## DEDUCTIBLE

\$250. EXCEPTIONS: \$1,000 Applies to Covered Property

## PREMIUM

Premium Subtotal for this Page \$1,612.00

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.****POLICY ENDORSEMENT FORM**Endorsement  
Number A

<b>POLICY NUMBER</b> CPP 1176871-00	<b>ENDORSEMENT EFFECTIVE*</b> 10/11/1997	<b>COMPANY</b> Potomac Insurance Company of Illinois
<b>NAMED INSURED</b> White Oak Builders, Inc. etal See G-5353 1 S. Old Baltimore Pike New Castle Co. Newark, DE 19702		<b>AUTHORIZED REPRESENTATIVE</b> J. A. Montgomery Insurance427867 1011 Centre Road P.O. Box 470 Wilmington, DE 19899
<b>COVERAGE PARTS AFFECTED</b>		
This endorsement is subject to all the agreements, conditions and exclusions of the policy. The policy is amended as indicated below.		
<b>MORTGAGE HOLDER(S)</b>		
<b>PREM. NO.</b>	<b>BLDG.NO.</b>	<b>MORTGAGE HOLDER NAME AND MAILING ADDRESS</b>
1	1	Delaware Savings Bank, FSB, 921 Orange St., Wilmington, DE 19801
3	1	CoreStates Bank, N.A., PO Box 3005, Lancaster, PA 17604

\*Unless otherwise stated effective from 12:01am Standard Time at your mailing address

Date and Place of Issue:

10/31/97 CAMP HILL

Authorized Representative Signature

G-5353 (02-92)

Page 4 of 4Includes copyrighted material of ISO Commercial Risk Services,  
Inc., with its permission: Copyright, ISO Commercial Risk Services, Inc., 1983

BRANCH

Potomac Insurance  
Company of Illinois

**COMMERCIAL GENERAL LIABILITY  
COVERAGE PART DECLARATIONS**

Policy No. CPP 1176871-00

"Revised"

Effective Date: 10/11/1997

12:01 A.M., Standard Time

**LIMITS OF INSURANCE**

General Aggregate Limit (Other Than Products-Completed Operations)	\$ 2,000,000	
Products-Completed Operations Aggregate Limit	\$ 2,000,000	
Personal and Advertising Injury Limit	\$ 1,000,000	
Each Occurrence Limit	\$ 1,000,000	
Fire Damage Limit	\$ 50,000	Any One Fire
Medical Expense Limit	\$ 5,000	Any One Person

**BUSINESS DESCRIPTION AND LOCATION OF PREMISES**

Form of Business: Corporation

Business Description: Residential Home Builder

Location of All Premises You Own, Rent or Occupy:

1 1 S. Old Baltimore Pike, Newark, New Castle Co., DE 19702

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations
*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.						
LOC 1 Carpentry - construction of residential property not exceeding three stories in height TERR-001	91340	320,000 Payroll	11.241	7.307	\$3,597.00	\$2,338.00
Contractors - subcontracted work - in connection with building construction, reconstruction, repair or erection - one or two family dwellings TERR-001	91583	2,500,000 Total Cost	1.346	1.288	\$3,365.00	\$3,220.00
Subtotal					\$6,962.00	\$5,558.00

**FORMS AND ENDORSEMENTS**

Forms and Endorsements applying to this Coverage Part and made part of this policy at time of issue:

See Schedule of Forms and Endorsements, 079, attached.

**BRANCH**

Page 1 of 13

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

CL 150 (Ed. 11-85)

Includes copyrighted material of Insurance Services Office Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983, 1988

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

2 Summit Bridge Rd., East Middletown, New Castle Co., DE 19709

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations

\*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.

LOC 2						
Vacant Land - Other	49451	10	2.480		\$25.00	
than		Acres/Acreage				

Not-For-Profit  
(Including Products  
and/or Completed  
Operations.

Products-Completed  
Operations are  
subject to the  
General Aggregate  
Limit.) See Section  
V, Definitions  
TERR-001

Dwellings -	63010	1	51.798		\$52.00	
one-family		Each				

(lessor's risk  
only) (Including  
Products and/or  
Completed  
Operations.  
Products-Completed  
Operations are  
subject to the  
General Aggregate  
Limit.) See Section  
V, Definitions  
TERR-001

Subtotal \$77.00

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

3 Rtes 40 &amp; 7, Bear, New Castle HD, New Castle Co., DE 19701

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations
*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.						
LOC 3 Vacant Land - Other than Not-For-Profit (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	49451	15 Acres/Acreage	2.480		\$37.00	
Buildings or Premises - bank or office - mercantile or manufacturing -maintained by the insured (lessor's risk only) - Other than Not-For-Profit (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	61217	10,068 Area	40.483		\$408.00	
Subtotal					\$445.00	

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

5 Old Airport Rd. &amp; 195, New Castle, New Castle Co., DE 19720

6 Taylortowne Smalleys Dam Rd., Newark, New Castle Co., DE 19711

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations
*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.						
LOC 5 Real Estate Development Property (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	47051	3 Acres/Acreage	29.643		\$89.00	
LOC 6 Vacant Land - Other than Not-For-Profit (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	49451	10 Acres/Acreage	2.480		\$25.00	
Subtotal					\$114.00	

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

7 Rivers End Smalleys Dam Rd., Newark, New Castle Co., DE 19711

8 Wellington Woods Off Rte 40, Bear, New Castle Co., DE 19701

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations

\*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.

LOC 7

Vacant Land - Other  
than

49451

12

2.480

\$30.00

Acres/Acreage

Not-For-Profit

(Including Products  
and/or Completed  
Operations.Products-Completed  
Operations aresubject to the  
General Aggregate  
Limit.) See Section  
V, Definitions

TERR-001

LOC 8

Vacant Land - Other  
than

49451

59

2.480

\$146.00

Acres/Acreage

Not-For-Profit

(Including Products  
and/or Completed  
Operations.Products-Completed  
Operations aresubject to the  
General Aggregate  
Limit.) See Section  
V, Definitions

TERR-001

Subtotal

\$176.00

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

9 Summit Bridge Rd., West Middletown, New Castle Co., DE 19709

10 Summit Bridge Rd., Central Middletown, New Castle Co., DE 19709

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations
*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.						
LOC 9 Vacant Land - Other than Not-For-Profit (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limits.) See Section V, Definitions TERR-001	49451	111 Acres/Acreage	2.480		\$275.00	
LOC 10 Vacant Land - Other than Not-For-Profit (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	49451	16 Acres/Acreage	2.480		\$40.00	
Subtotal					\$315.00	



# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

11 Lot 1, Rte 1, Rehoboth Shores Estates, Rehoboth, Sussex Co., DE 19971

13 467 Airport Rd., New Castle, New Castle Co., DE 19720

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations

\*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.

LOC 11

Real Estate

47051

19

29.643

\$563.00

Development

Acres/Acreage

Property

(Including Products

and/or Completed

Operations.

Products-Completed

Operations are

subject to the

General Aggregate

Limit.) See Section

V, Definitions

TERR-001

LOC 13

Vacant Buildings -

68606

4,000

12.049

\$48.00

not factories -

Area

Other than

Not-For-Profit

(Including Products

and/or Completed

Operations.

Products-Completed

Operations are

subject to the

General Aggregate

Limits.) See

Section V,

Definitions

TERR-001

Subtotal

\$611.00

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

14 800 Ocean Dr., Bethany Beach, Sussex Co., DE 19930

16 St. Georges Hundred, St. Georges, New Castle Co., DE 19733

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations
*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.						
LOC 14 Dwellings - one-family (lessor's risk only) (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	63010	1 Each	51.798		\$52.00	
LOC 16 Vacant Land - Other than Not-For-Profit (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	49451	30 Acres/Acreage	2.480		\$74.00	
Subtotal					\$126.00	

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

17 2569 DuPont Hwy, Middletown, New Castle Co., DE 19709

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations

\*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.

LOC 17

Vacant Land - Other  
than

49451

550  
Acres/Acreage

2.480

\$1,364.00

Not-For-Profit

(Including Products  
and/or Completed  
Operations.Products-Completed  
Operations aresubject to the  
General Aggregate  
Limit.) See Section  
V, Definitions

TERR-001

Vacant Buildings -  
not factories -  
Other than

68606

1,500  
Area

12.049

\$18.00

Not-For-Profit

(Including Products  
and/or Completed  
Operations.Products-Completed  
Operations aresubject to the  
General Aggregate  
Limit.) See Section  
V, Definitions

TERR-001

Subtotal

\$1,382.00

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

18 1911 Kirkwood Hwy, Newark, New Castle Co., DE 19711

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations
*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.						
LOC 18 Real Estate Development Property (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	47051	6.50 Acres/Acreage	29.643		\$193.00	
Vacant Land - Other than Not-For-Profit (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	49451	10 Acres/Acreage	2.480		\$25.00	
Subtotal					\$218.00	

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

19 Rte 273, New Castle, New Castle Co., DE 19720

24 Stone Mill Development, Bear, New Castle Co., DE 19701

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations
*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.						
LOC 19 Vacant Land - Other than Not-For-Profit (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	49451	20 Acres/Acreage	2.480		\$50.00	
LOC 24 Real Estate Development Property (Including Products and/or Completed Operations. Products-Completed Operations are subject to the General Aggregate Limit.) See Section V, Definitions TERR-001	47051	32 Acres/Acreage	29.643		\$949.00	
Subtotal					\$999.00	

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

30 Striper Run, Waterman Estates, Rock Hall, MD 21661

32 1442 Bohemia Mill Rd., Middletown, New Castle Co., DE 19709

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations

\*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.

LOC 30

Real Estate

47051

10

38.869

\$389.00

Development

Acres/Acreage

Property

(Including Products

and/or Completed

Operations.

Products-Completed

Operations are

subject to the

General Aggregate

Limit.) See Section

V, Definitions

TERR-001

LOC 32

Apartment

60010

1

37.324

\$37.00

Buildings

Units

(Including Products

and/or Completed

Operations.

Products-Completed

Operations are

subject to the

General Aggregate

Limit.) See Section

V, Definitions

TERR-001

Subtotal

\$426.00

# COMMERCIAL GENERAL LIABILITY EXTENSION OF DECLARATIONS

Policy Number CPP 1176871-00

**LOCATION OF PREMISES**

Location of All Premises You Own, Rent or Occupy:

32 1442 Bohemia Mill Rd., Middletown, New Castle Co., DE 19709  
35 Rtes 40 & 7, Glendale Plaza, Bear, DE 19701

**PREMIUM**

Location/Classification	Code No.	Premium Basis* (per 1000 or unit)	Rate		Advance Premium	
			Premises/ Operations	Products/ Completed Operations	Premises/ Operations	Products/ Completed Operations

\*The Premium Basis and Rates are for an annual period while the Advance Premium applies to the entire term of the policy.

LOC 32						
Dwellings -	63010	1	51.798		\$52.00	
one-family		Each				

(lessor's risk  
only) (Including  
Products and/or  
Completed  
Operations.  
Products-Completed  
Operations are  
subject to the  
General Aggregate  
Limit.) See Section  
V, Definitions  
TERR-001

LOC 35						
Real Estate	47051	34	29.643		\$1,008.00	
Development		Acres/Acreage				

Property  
(Including Products  
and/or Completed  
Operations.  
Products-Completed  
Operations are  
subject to the  
General Aggregate  
Limit.) See Section  
V, Definitions  
TERR-001

Loc 36	46362	1 ea
Loc 37	46362	1 ea

Subtotal	\$1,060.00	
Total	\$12,911.00	\$5,558.00
Total Advance Premium	\$18,469.00	



## ENDORSEMENT

**This Endorsement Changes The Policy. Please Read It Carefully.**

### **Absolute Exclusion - Asbestos Liability**

This endorsement modifies insurance provided under the following:

#### **Commercial General Liability Coverage Part**

This insurance does not apply to:

1. "Bodily Injury", "Personal Injury" or "Property Damage" arising out of or alleged to have arisen out of:
  - a. exposure to asbestos, asbestos fiber, or any material containing asbestos or asbestos products; or
  - b. the removal of asbestos, asbestos fiber, or any material containing asbestos or asbestos products, including, without limitation,
    1. the costs of asbestos removal; or
    2. "property damage" in the course of effecting such removal.

We shall not be obligated to investigate, or defend the insured against any claim for any liability described above which is asserted against any insured or to pay any judgement entered against any insured for such liability.

**This endorsement must be attached to the Change Endorsement when issued after the policy is written.**

L-2926 7.91



**COMMERCIAL INLAND MARINE  
COVERAGE PART DECLARATIONS**

Potomac Insurance  
Company of Illinois

**POLICY NO.** CPP 1176871-00

**EFFECTIVE DATE:** 10/11/1997

**Named Insured and Mailing Address**(No., Street, Town or City, State, Zip Code)

**White Oak Builders, Inc. etal**

**See G-5353**

**1 S. Old Baltimore Pike**

**New Castle Co.**

**Newark, DE 19702**

**POLICY PERIOD:** From 10/11/1997 to 10/11/1998 at 12:01 A.M., Standard Time at your mailing address shown above.

**IN RETURN FOR THE PAYMENT OF THE PREMIUM, AND SUBJECT TO ALL THE TERMS OF THIS POLICY,  
WE AGREE WITH YOU TO PROVIDE THE INSURANCE AS STATED IN THIS POLICY.**

<b>Business Description</b>	
<b>PREMIUM</b>	
Premium for this Coverage Part \$	1,591.00
<b>FORMS AND ENDORSEMENTS</b>	
Forms and Endorsements applying to this coverage part and made part of this policy at time of issue:	

427867

J. A. Montgomery Insurance  
1011 Centre Road  
P.O. Box 470  
Wilmington, DE 19899

**BRANCH**

THESE DECLARATIONS ARE PART OF THE POLICY DECLARATIONS CONTAINING THE NAME OF THE INSURED AND THE POLICY PERIOD.

Includes copyrighted material of Insurance Services Office, Inc., with its permission. Copyright, Insurance Services Office, Inc., 1983, 1984



## ENDORSEMENT

Commercial Inland Marine

**This Endorsement Changes the Policy. Please Read It Carefully.**

### **Commercial Inland Marine Optional Additional Cause of Loss Form - Theft A**

This endorsement modifies insurance provided under the following:

**Commercial Inland Marine Causes of Loss Form and Miscellaneous Property Coverage Form**

- A. We will pay for direct physical "loss" to Covered Property caused by or resulting from theft or attempted theft.
- B. But we will not pay for "loss" caused by or resulting from any of the following:
  - (1) Unexplained disappearance;
  - (2) Shortage found upon taking inventory;
  - (3) Voluntary parting with any property by you or anyone entrusted with the property if induced to do so by any fraudulent scheme, trick, device, or false pretense;
  - (4) Unauthorized instructions to transfer property to any person or any place; or
  - (5) Theft from any unattended vehicle, except theft which occurs during loading and unloading operations, unless such vehicle has a fully enclosed body or compartment and, at the time of theft, all its windows, doors, and compartments were closed and locked and there are visible signs on the vehicle that the theft was the result of forced entry.

But this exclusion does not apply to your property while it is in the custody of a carrier for hire.



**General Accident  
Insurance**

**Commercial  
Inland Marine**

## Commercial Inland Marine Causes of Loss Form

This Coverage Form is a part of policy number CPP 1176871-00, issued to  
(Named Insured) White Oak Builders, Inc. et al

interest of any such Company shall appear, at its Agency J. A. Montgomery, Inc., as the  
located (city and state) Wilmington, DE

This forms modifies insurance provided by the following: Miscellaneous Property  
(Coverage Form(s)).

Words and phrases that appear in quotation marks have special meaning. Refer to **Section D — Definitions.**

### A. Covered Causes of Loss

Covered Causes of Loss means **Risks of Direct Physical "Loss"** to Covered Property except those causes of "loss" listed in the Exclusions.

### B. Exclusions

1. We will not pay for a "loss" caused directly or indirectly by any of the following. Such "loss" is excluded regardless of any other cause or event that contributes concurrently or in any sequence to the "loss".
  - a. **Governmental Action**  
Seizure or destruction of property by order of governmental authority.  
But we will pay for acts of destruction ordered by governmental authority and taken at the time of a fire to prevent its spread if the fire would be covered under the Coverage Form.
  - b. **Nuclear Hazard**
    - (1) Any weapon employing atomic fission or fusion; or
    - (2) Nuclear reaction or radiation, or radioactive contamination from any other cause. But we will pay for direct "loss" caused by resulting fire if the fire would be covered under the Coverage Form.
  - c. **War and Military Action**
    - (1) War, including undeclared or civil war;
    - (2) Warlike action by a military force, including action in hindering or defending against an actual or expected attack, by any government, sovereign or other authority using military personnel or other agents; or
    - (3) Insurrection, rebellion, revolution, usurped power or action taken by governmental authority in hindering or defending against any of these.
  - d. **Earthquake**  
Earthquake, volcanic eruption, landslide, or earth movement.  
But we will pay for direct "loss" caused by resulting fire or explosion if these causes of loss would be covered by the Coverage Form.  
This exclusion does not apply to property while it is in transit.

## e. Water

- (1) Flood, surface water, waves, tides, tidal waves, overflow of any body of water, or their spray, all whether driven by wind or not;
- (2) Water that backs up from a sewer or drain; or
- (3) Water under the ground surface pressing on or flowing or seeping through:
  - (a) Foundations, walls, floors or paved surfaces;
  - (b) Basements, whether paved or not; or
  - (c) Doors, windows or other openings.

But we will pay for direct "loss" caused by resulting fire or explosion if these causes of "loss" would be covered by the Coverage Form.

This exclusion does not apply to property while it is in transit.

## 2. We will not pay for a "loss" caused by or resulting from any of the following:

- a. Dishonest acts by you, anyone else with an interest in the property, your or their employees or authorized representatives, or anyone entrusted with the property, whether or not acting alone or in collusion with other persons or occurring during the hours of employment.

But this exclusion does not apply to your property while it is in the custody of a carrier for hire.

- b. Delay, loss of use, or loss of market.
- c. Artificially generated current creating a short circuit or other electric disturbance within an article covered under the Coverage Form.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under the Coverage Form.

This exclusion only applies to "loss" to that article in which the disturbance occurs.

- d. Processing or work upon the property.

But we will pay for direct "loss" caused by resulting fire or explosion, if these causes of "loss" would be covered under the Coverage Form.

- e. Breakage of tubes, bulbs, lamps, or articles made largely of glass (except lenses).

But we will pay for such "loss" caused directly by fire, lightning, explosion, windstorm, vandalism, aircraft, or by accident to the vehicle carrying the property, if these causes of "loss" would be covered under the Coverage Form.

- f. Theft or attempted theft.
- g. Strikes, lockouts, labor disturbances, riots, civil commotion, or the acts of any person or persons participating in such occurrences.
- h. Wear and tear, any quality in the property that causes it to damage or destroy itself, hidden or latent defect, gradual deterioration, depreciation; mechanical breakdown; insects, vermin, rodents.

But we will pay for direct "loss" caused by resulting fire or explosion if these causes of "loss" would be covered under the Coverage Form.

- i. Marring or scratching.

But we will pay for such "loss" caused directly by fire, lightning, explosion, windstorm, vandalism, aircraft, or accident to the vehicle carrying the property, if these causes of "loss" would be covered under the Coverage Form.

- j. Corrosion, rust, dampness, heat, or cold.
- k. Your failure or neglect to take all reasonable steps to protect the Covered Property from further damage during or after a "loss".

**General Accident  
Insurance****Commercial  
Inland Marine****Miscellaneous Property Coverage Form**

This Coverage Form is a part of policy number CPP 1176871-00, issued to  
(Named Insured) White Oak Builders, Inc. et al

interest of any such Company shall appear, at its Agency J. A. Montgomery, Inc., as the  
located (city and state) Wilmington, DE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F - Definitions.

**Coverage  
Summary**

Premium for this Coverage Form

\$ 300.00Rate \$ 3.000**Limits of Insurance**

Description of property

Limit of  
Insurance

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

Unscheduled property—but not more than  
\$ 500.00 on any one article

\$ 10,000.00

Total all property

\$ 10,000.00**Deductible**\$ 500.00**Optional Additional Causes of Loss**☒ Theft A☐ Theft B☐ Flood☐ Earthquake

**A. Coverage**

---

We will pay for "loss" to Covered Property from any of the Covered Causes of Loss.

**1. Covered Property**, as used in this Coverage Form, means:

- a. Property you own and use in your business; and
- b. Similar property of others in your care, custody or control. But we will cover only to the extent of your legal liability for property of others.

To be covered, the property must be listed and described with a Limit of Insurance shown, or a Limit of Insurance for Unscheduled Property must be shown, in the above Coverage Summary.

**2. Property Not Covered**

Covered Property does not include:

- a. Contraband or property in the course of illegal transportation or trade;
- b. Property while in the course of manufacture;
- c. Furniture and fixtures which you customarily do not use away from the premises where you usually keep it;
- d. Accounts, bills, deeds, evidences of debt, money, notes and securities;
- e. Animals;
- f. Automobiles, motor trucks, motorcycles, aircraft or other vehicles or their furnishings or accessories.

**3. Covered Causes of Loss**

See the applicable Commercial Inland Marine Causes of Loss Form or Forms as shown in the Declarations.

**B. Exclusions**

---

See the applicable Commercial Inland Marine Causes of Loss Form or Forms as shown in the Declarations.

**C. Limits of Insurance**

---

The most we will pay for "loss" in any one occurrence is the applicable Limit of Insurance shown in the Coverage Summary.

The most we will pay for "loss" to Unscheduled Property in any one occurrence is the Limit of Insurance shown in the Coverage Summary for Unscheduled Property, no matter how many articles are lost or damaged in any one occurrence.

**D. Deductible**

---

We will not pay for "loss" in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown in the Coverage Summary. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limit of Insurance.



**General Accident  
Insurance**

**Commercial  
Inland Marine**

**EDP Easy - Rate Coverage Form**

This Coverage Form is a part of policy number CPP 1176871-00, issued to  
(Named Insured) White Oak Builders, Inc. et al, as the  
interest of any such Company shall appear, at its Agency J. A. Montgomery, Inc.  
located (city and state) Wilmington, DE

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy, the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we," "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to **Section F — Definitions**.

**Coverage  
Summary**

Premium for this Coverage Form \$ 305.00

**Coverage Section I Electronic Data Processing "Hardware"**

**Limits of Insurance**

**Property you own**  
Location

Address

**Limit of  
Insurance**

1. 1 S. Old Baltimore Pike, Newark, DE

\$ 75,000.00

2.

\$ \_\_\_\_\_

**Property you rent, lease, or have in your control**  
Location

Address

1.

\$ \_\_\_\_\_

2.

\$ \_\_\_\_\_

**Property in transit and temporarily at other premises**

\$ 75,000.00

*cm*

**Valuation**

☐ Actual Cash Value    ☒ Replacement Cost

**Coverage Section II Electronic Data Processing Software****Limit of Insurance**

	Automatic	+ Increase	= Total
Property at location 1.	\$ 15,000	\$ 10,000	\$ 25,000
Property at location 2.	\$ _____	\$ _____	\$ _____
Property in transit and temporarily at other premises	\$ 15,000	\$ -0-	\$ 15,000

**Coverage Section III Extra Expense****Limit of Insurance**

	Automatic	+ Increase	= Total
At location 1.	\$ 15,000	\$ -0-	\$ 15,000
At location 2.	\$ _____	\$ _____	\$ _____

**Deductible**

\$ 250.00

The Deductible applies to all "loss" under Coverage Sections I, II and III combined.



**ENDORSEMENT**

Commercial Inland Marine

**This Endorsement Changes The Policy. Please Read It Carefully.****EDP Special Causes of Loss Form**

This endorsement modifies insurance provided under the following:

**EDP Easy - Rate Coverage Form**

Premium for this Endorsement \$ 38.00

Deductible \$ 250.00

**A. Coverage**

1. Under Coverage Sections I and II we will pay for direct physical "loss" to Covered Property caused by or resulting from any of the following:
  - a. Processing or work upon the Covered Property.
  - b. Mechanical failure or mechanical breakdown of the Covered Property.
  - c. Faulty, inadequate, or defective:
    - (1) Design, specifications, workmanship, manufacture, repair, or installation; or
    - (2) Materials used in manufacture, repair or installation; of all or part of the Covered Property.
  - d. Artificially generated current creating a short circuit or other electrical disturbance within the Covered Property.
2. Under Coverage Section III, we will pay the actual and necessary "Extra Expenses" you incur in order to continue your data processing operations during the "Period of Restoration," because of direct physical "loss" to Covered Property caused by or resulting from any of the following:
  - a. Processing or work upon the Covered Property.
  - b. Mechanical failure or mechanical breakdown of the Covered Property.
  - c. Faulty, inadequate, or defective:
    - (1) Design, specifications, workmanship, manufacture, repair, or installation; or
    - (2) Materials used in manufacture, repair, or installation; of all or part of the Covered Property.
  - d. Artificially generated current creating a short circuit or other electrical disturbance within the Covered Property.

**B. Deductible**

We will not pay for "loss" under this Endorsement in any one occurrence until the amount of the adjusted "loss" before applying the applicable Limits of Insurance exceeds the Deductible shown above. We will then pay the amount of the adjusted "loss" in excess of the Deductible, up to the applicable Limits of Insurance.



**General Accident  
Insurance**

**Commercial  
Inland Marine**

## Schedule

Policy number  
CPP 1176871-00

Named Insured  
White Oak Builders, Inc. et al

This Schedule Applies To Contractor's Equipment Coverage Form.

☐ Location or ☒ Description of Item Limit of Insurance

✓ 1. 1968 Ford Backhoe S#C178759	\$ 13,000.00
<del>2. Office Trailer</del>	<del>13,500.00</del>
✓ 3. Hydro Seeder Finn T50 S#BR245	15,000.00
<del>4. 1987 Designer Mobile Office 12 x 40 S#98710954K</del>	<del>20,312.00</del>
<del>5. Contents of Item #4</del>	<del>12,780.00</del>
<del>6. Office Trailer S#198736</del>	<del>21,482.00</del>
<del>7. Contents of Item #6</del>	<del>2,500.00</del>
<del>8. Contents of Leased Trailer S#199499</del>	<del>4,000.00</del>
9. Ford Tractor	1,000.00
<del>10. Kubota Tractor</del>	<del>4,000.00</del>
<del>11. 1991 Lawnmower Grasshopper</del>	<del>3,500.00</del>
TOTAL	\$ 110,994.00

28,000



**General Accident  
Insurance**

**Commercial  
Inland Marine**

## Contractor's Equipment Coverage Form

Attached to and made part of policy number CPP 1176871-00.

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties, and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations. The words "we", "us" and "our" refer to the Company providing this insurance.

Other words and phrases that appear in quotation marks have special meaning. Refer to Section F., Definitions of this Coverage Form.

Coverage Form Declarations	Schedule of Property	Limit of Insurance
	Description of Property	
	See Schedule attached	
	Total Schedule of Property	<u>28,000</u> <u>\$ 110,994.00</u>
	Unscheduled Property	\$ _____
	All Covered Property	<u>\$ 110,994.00</u>
	Coverage Extensions	
	Rate .550	
	Premium <u>154.00</u>	<u>28,000</u>
	Additionally Acquired Equipment (See A.4.a. of this Coverage Form)	Rate .468 Premium \$338.00
	25% of the Schedule of Property 25% of the Limit of Insurance for all Covered Property or \$100,000, whichever is less, for any one item.	<input checked="" type="checkbox"/> Increased to \$ <u>100,000.00</u>
	Rental Expense Reimbursement (See A.4.b. of this Coverage Form)	
	\$2,500 in any one policy period.	<input type="checkbox"/> Increased to \$ _____
	Debris Removal (See A.4.c. of this Coverage Form)	
	\$5,000 in any one occurrence.	<input type="checkbox"/> Increased to \$ _____
	Pollutant Clean Up and Removal (See A.4.d. of this Coverage Form)	
	\$10,000 in any one policy period.	
	Deductible	
		\$ <u>500.00</u>

**A. Coverage**

We will pay for direct physical "loss" to Covered Property caused by or resulting from any of the Covered Causes of Loss.

**1. Covered Property**

Covered Property means contractors equipment as scheduled in this Coverage Form Declarations, or on a separate schedule, which is:

- a. Your property; and
- b. Similar property of others for which you may be liable.

**2. Property Not Covered**

Covered Property does not include:

- a. Automobiles, motor trucks, tractors, trailers or other vehicles designed and principally used for highway transportation; aircraft or watercraft;
- b. Property while airborne;
- c. Property while waterborne except while in transit on a regular ferry;
- d. Property while located underground;
- e. Tools and clothing of your employees;
- f. Contraband or property in the course of illegal transportation or trade; or
- g. Land or water.

**3. Covered Causes of Loss**

Covered Causes of Loss means Risks of Direct Physical "Loss" to Covered Property except those causes of "loss" listed in Section B., Exclusions.

**4. Coverage Extensions**

**a. Additionally Acquired Equipment**

If during the policy period you acquire additional equipment of a type already covered by this form which you buy, lease, rent or borrow, we will cover such equipment for up to 60 days but not beyond the end of the policy period.

The most we will pay in a "loss" for any one item is the lesser of:

- (1) 25% of the Schedule of Property Total shown in this Coverage Form Declarations; or
- (2) \$100,000;

CG00 01 01 96

**COMMERCIAL GENERAL LIABILITY COVERAGE FORM**

Various provisions in this policy restrict coverage. Read the entire policy carefully to determine rights, duties and what is and is not covered.

Throughout this policy the words "you" and "your" refer to the Named Insured shown in the Declarations, and any other person or organization qualifying as a Named Insured under this policy. The words "we," "us" and "our" refer to the Company providing this insurance.

The word "insured" means any person or organization qualifying as such under WHO IS AN INSURED (Section II).

Other words and phrases that appear in quotation marks have special meaning. Refer to DEFINITIONS (Section V).

**SECTION I—COVERAGES****COVERAGE A. BODILY INJURY AND PROPERTY DAMAGE LIABILITY****1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "bodily injury" or "property damage" to which this insurance does not apply. We may at our discretion investigate any "occurrence" and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (Section III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverages A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B.

- b. This insurance applies to "bodily injury" and "property damage" only if:

- (1) The "bodily injury" or "property damage" is caused by an "occurrence" that takes place in the "coverage territory"; and
- (2) The "bodily injury" or "property damage" occurs during the policy period.

- c. Damages because of "bodily injury" include damages claimed by any person or organization for care, loss of services or death resulting at any time from the "bodily injury."

**2. Exclusions.**

This insurance does not apply to:

**a. Expected or Intended Injury**

"Bodily injury" or "property damage" expected or intended from the standpoint of the insured. This exclusion does not apply to "bodily injury" resulting

from the use of reasonable force to protect persons or property.

**b. Contractual Liability**

"Bodily injury" or "property damage" for which the insured is obligated to pay damages by reason of the assumption of liability in a contract or agreement. This exclusion does not apply to liability for damages:

- (1) That the insured would have in the absence of the contract or agreement; or
- (2) Assumed in a contract or agreement that is a "insured contract," provided the "bodily injury" or "property damage" occurs subsequent to the execution of the contract or agreement. Solely for the purposes of liability assumed in an "insured contract," reasonable attorney fees and necessary litigation expenses incurred by or for a party other than an insured are deemed to be damages because of "bodily injury" or "property damage," provided:
  - (a) Liability to such party for, or for the cost of, that party's defense has also been assumed in the same "insured contract"; and
  - (b) Such attorney fees and litigation expense are for defense of that party against a civil or alternative dispute resolution proceeding in which damages to which this insurance applies are alleged.

**c. Liquor Liability**

"Bodily injury" or "property damage" for which an insured may be held liable by reason of:

- (1) Causing or contributing to the intoxication of a person;
- (2) The furnishing of alcoholic beverages to a person under the legal drinking age or under the influence of alcohol; or
- (3) Any statute, ordinance or regulation relating to the sale, gift, distribution or use of alcoholic beverages.

This exclusion applies only if you are in the business of manufacturing, distributing, selling, serving or furnishing alcoholic beverages.

**d. Workers' Compensation and Similar Laws**

Any obligation of the insured under a workers' compensation, disability benefits or unemployment compensation law or any similar law.

**e. Employer's Liability**

"Bodily injury" to:

- (1) An "employee" of the insured arising out of and in the course of:
  - (a) Employment by the insured; or
  - (b) Performing duties related to the conduct of the insured's business; or
- (2) The spouse, child, parent, brother or sister of that "employee" as a consequence of paragraph (1) above.

This exclusion applies:

- (1) Whether the insured may be liable as an employer or in any other capacity; and
- (2) To any obligation to share damages with or repay someone else who must pay damages because of the injury.

This exclusion does not apply to liability assumed by the insured under an "insured contract."

**f. Pollution**

- (1) "Bodily injury" or "property damage" arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants:

- (a) At or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any insured;
- (b) At or from any premises, site or location which is or was at any time used by or for any insured or others for the handling, storage, disposal, processing or treatment of waste;
- (c) Which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any insured or any person or organization for whom you may be legally responsible; or
- (d) At or from any premises, site or location on which any insured or any contractors or subcontractors working directly or indirectly on any insured's behalf are performing operations:
  - (i) If the pollutants are brought on or to the premises, site or location in connection with such operations by such insured, contractor or subcontractor; or
  - (ii) If the operations are to test for, monitor, clean up, remove, contain, treat,

detoxify or neutralize, or in any way respond to, or assess the effects of pollutants.

Subparagraph (d)(i) does not apply to "bodily injury" or "property damage" arising out of the escape of fuels, lubricants or other operating fluids which are needed to perform the normal electrical, hydraulic or mechanical function necessary for the operation of "mobile equipment" or its parts, if such fuels, lubricants or other operating fluids escape from a vehicle not designed to hold, store or receive them. This exception does not apply if the fuels, lubricant or other operating fluids are intentionally discharged, dispersed or released, or if such fuels, lubricants or other operating fluids are brought on or to the premises, site or location with the intent to be discharged, dispersed or released as part of the operations being performed by such insured, contractor or subcontractor.

Subparagraphs (a) and (d)(i) do not apply to "bodily injury" or "property damage" arising out of heat, smoke or fumes from a hostile fire.

As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

- (2) Any loss, cost or expense arising out of any:

- (a) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (b) Claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**g. Aircraft, Auto or Watercraft**

"Bodily injury" or "property damage" arising out of the ownership, maintenance, use or entrustment to others of any aircraft, "auto" or watercraft owned or operated by or rented or loaned to any insured. Us includes operation and "loading or unloading."

This exclusion does not apply to:

- (1) A watercraft while ashore on premises you own or rent;
- (2) A watercraft you do not own that is:
  - (a) Less than 26 feet long; and



- (b) Not being used to carry persons or property for a charge;
  - (3) Parking an "auto" on, or on the ways next to, premises you own or rent, provided the "auto" is not owned by or rented or loaned to you or the insured;
  - (4) Liability assumed under any "insured contract" for the ownership, maintenance or use of aircraft or watercraft; or
  - (5) "Bodily injury" or "property damage" arising out of the operation of any of the equipment listed in paragraph f.(2) or f.(3) of the definition of "mobile equipment."
- h. Mobile Equipment**
- "Bodily injury" or "property damage" arising out of:
- (1) The transportation of "mobile equipment" by an "auto" owned or operated by or rented or loaned to any insured; or
  - (2) The use of "mobile equipment" in, or while in practice for, or while being prepared for, any prearranged racing, speed, demolition or stunting activity.
- i. War**
- "Bodily injury" or "property damage" due to war, whether or not declared, or any act or condition incident to war. War includes civil war, insurrection, rebellion or revolution. This exclusion applies only to liability assumed under a contract or agreement.
- j. Damage to Property**
- "Property damage" to:
- (1) Property you own, rent or occupy;
  - (2) Premises you sell, give away or abandon, if the "property damage" arises out of any part of those premises;
  - (3) Property loaned to you;
  - (4) Personal property in the care, custody or control of the insured;
  - (5) That particular part of real property on which you or any contractors or subcontractors working directly or indirectly on your behalf are performing operations, if the "property damage" arises out of those operations; or
  - (6) That particular part of any property that must be restored, repaired or replaced because "your work" was incorrectly performed on it.

Paragraph (2) of this exclusion does not apply if the premises are "your work" and were never occupied, rented or held for rental by you.

Paragraphs (3), (4), (5) and (6) of this exclusion do not apply to liability assumed under a sidetrack agreement.

Paragraph (6) of this exclusion does not apply to "property damage" included in the "products-completed operations hazard."

**k. Damage to Your Product**

"Property damage" to "your product" arising out of or any part of it.

**l. Damage to Your Work**

"Property damage" to "your work" arising out of it or any part of it and included in the "products-completed operations hazard."

This exclusion does not apply if the damaged work is the work out of which the damage arises was performed on your behalf by a subcontractor.

**m. Damage to Impaired Property or Property Not Physically Injured**

"Property damage" to "impaired property" or property that has not been physically injured, arising out of:

- (1) A defect, deficiency, inadequacy or dangerous condition in "your product" or "your work"; or
- (2) A delay or failure by you or anyone acting on your behalf to perform a contract or agreement in accordance with its terms.

This exclusion does not apply to the loss of use of other property arising out of sudden and accidental physical injury to "your product" or "your work" after it has been put to its intended use.

**n. Recall of Products, Work or Impaired Property**

Damages claimed for any loss, cost or expense incurred by you or others for the loss of use, withdrawal, recall, inspection, repair, replacement, adjustment, removal or disposal of:

- (1) "Your product";
- (2) "Your work"; or
- (3) "Impaired property";

if such product, work or property is withdrawn or recalled from the market or from use by any person or organization because of a known or suspected defect, deficiency, inadequacy or dangerous condition in it.

Exclusions c. through n. do not apply to damage by fire to premises while rented to you or temporarily occupied by you with permission of the owner. A separate limit of insurance applies to this coverage as described in LIMIT OF INSURANCE (Section III).

**COVERAGE B. PERSONAL AND ADVERTISING INJURY LIABILITY**

**1. Insuring Agreement.**

- a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "personal injury" or "advertising injury" to which this insurance applies. We will have the right and duty to defend the insured against any "suit" seeking those

damages. However, we will have no duty to defend the insured against any "suit" seeking damages for "personal injury" or "advertising injury" to which this insurance does not apply. We may at our discretion investigate any "occurrence" or offense and settle any claim or "suit" that may result. But:

- (1) The amount we will pay for damages is limited as described in LIMITS OF INSURANCE (SECTION III); and
- (2) Our right and duty to defend end when we have used up the applicable limit of insurance in the payment of judgments or settlements under Coverage A or B or medical expenses under Coverage C.

No other obligation or liability to pay sums or perform acts or services is covered unless explicitly provided for under SUPPLEMENTARY PAYMENTS—COVERAGES A AND B.

**b. This insurance applies to:**

- (1) "Personal injury" caused by an offense arising out of your business, excluding advertising, publishing, broadcasting or telecasting done by or for you;
- (2) "Advertising injury" caused by an offense committed in the course of advertising your goods, products or services;

but only if the offense was committed in the "coverage territory" during the policy period.

**2. Exclusions.**

This insurance does not apply to:

**a. "Personal injury" or "advertising injury":**

- (1) Arising out of oral or written publication of material, if done by or at the direction of the insured with knowledge of its falsity;
- (2) Arising out of oral or written publication of material whose first publication took place before the beginning of the policy period;
- (3) Arising out of the willful violation of a penal statute or ordinance committed by or with the consent of the insured;
- (4) For which the insured has assumed liability in a contract or agreement. This exclusion does not apply to liability for damages that the insured would have in the absence of the contract or agreement; or
- (5) Arising out of the actual, alleged or threatened discharge, dispersal, seepage, migration, release or escape of pollutants at any time.

**b. "Advertising injury" arising out of:**

- (1) Breach of contract, other than misappropriation of advertising ideas under an implied contract;
- (2) The failure of goods, products or services to conform with advertised quality or performance;

(3) The wrong description of the price of goods, products or services; or

(4) An offense committed by an insured whose business is advertising, broadcasting, publishing or telecasting.

**c. Any loss, cost or expense arising out of any:**

- (1) Request, demand or order that any insured or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize, or in any way respond to, or assess the effects of pollutants; or
- (2) Claim or suit by or on behalf of a governmental authority for damages because of testing for monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to, or assessing the effects of pollutants.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

**COVERAGE C. MEDICAL PAYMENTS**

**1. Insuring Agreement.**

**a.** We will pay medical expenses as described below for "bodily injury" caused by an accident:

- (1) On premises you own or rent;
  - (2) On ways next to premises you own or rent; or
  - (3) Because of your operations;
- provided that:

- (1) The accident takes place in the "coverage territory" and during the policy period;
- (2) The expenses are incurred and reported to us within one year of the date of the accident; and
- (3) The injured person submits to examination, at our expense, by physicians of our choice as often as we reasonably require.

**b.** We will make these payments regardless of fault. These payments will not exceed the applicable limit of insurance. We will pay reasonable expenses for:

- (1) First aid administered at the time of an accident;
- (2) Necessary medical, surgical, x-ray and dental services, including prosthetic devices; and
- (3) Necessary ambulance, hospital, professional nursing and funeral services.

**2. Exclusions.**

We will not pay expenses for "bodily injury":

- a.** To any insured.
- b.** To a person hired to do work for or on behalf of an insured or a tenant of any insured.
- c.** To a person injured on that part of premises you own or rent that the person normally occupies.